



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : James A. Laugharn, Jr. et al. Art Unit : 1631
Serial No. : 09/901,297 Examiner : Jeffrey Siew
Filed : July 9, 2001
Title : PRESSURE AND TEMPERATURE CONTROLLED NUCLEIC ACID
AMPLIFICATION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 CFR §§3.73(b) AND 1.321(b)

Pursuant to 37 CFR §3.73(b), BBI BioSeq, Inc., certifies that it is the assignee of the entire right, title, and interest in the above application by virtue of an assignment from the inventors of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel 101569, Frame 0986 on February 7, 2000. BBI BioSeq, Inc. also certifies that it is the assignee of U.S. Patent No. 6,258,534. A copy of the assignment is attached for your reference.

The undersigned has reviewed all the documents in the chain of title of the above-identified application and to the best of undersigned's knowledge and belief, title is in BBI Bioseq, Inc.

The undersigned is empowered to act on behalf of the assignee.

Pursuant to 37 CFR §1.321(b), and to obviate a double patenting rejection, the assignee identified above hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the above identified application subsequent to the expiration date of *U.S. Patent No. 6,258,534*, whereby the patent granted on this application and *U.S. Patent No. 6,258,534* will expire on the same day, provided that any patent granted on the above identified

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date of Deposit

9/4/2003

Signature

Nerissa M. Paris

Typed or Printed Name of Person Signing Certificate

NERISSA M. PARIS

application shall be enforceable only for and during such period that it is commonly owned with *U.S. Patent No. 6,258,534*.

The assignee identified above does not disclaim any terminal part of any patent granted on the above identified application prior to the expiration date of the full statutory term of *U.S. Patent No. 6,258,534* in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above. Assignee herein does not disclaim or otherwise affect any part of *U.S. Patent No. 6,258,534* or *U.S. Application Serial No. 09/901,297*.

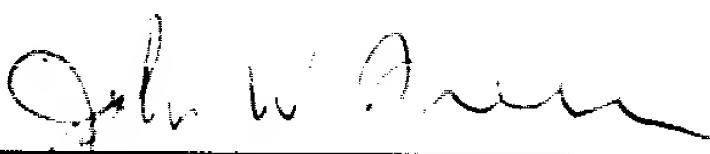
This disclaimer runs with any patent granted on the above application and is binding upon the grantee, its successors or assigns.

Please charge any additional fees, or make any credits, to Deposit Account No. 06-1050, referencing Attorney Docket No. 07985-019002.

Respectfully submitted,

Date: _____

9/4/03



John W. Freeman, Esq.
Reg. No. 29,066

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110-2804
Telephone: (617) 542-5070
Facsimile: (617) 542-8906